

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number S/003/0085 Mine Name PROMONTORY AGGREGATE FACILITY

Operator GRANITE CONSTRUCTION COMPANY Date SENT Nov 15 2012

TO \_\_\_\_\_ FROM \_\_\_\_\_

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE  
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI  
☐ AMENDMENT ☐ OTHER \_\_\_\_\_

Description

YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded

NOTICE OF FILE CLOSURE

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded

BOND FILE

**CONFIDENTIAL**

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded

BOND FILE

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 8 1/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: \_\_\_\_\_

CC: \_\_\_\_\_

90030085



## CHUBB GROUP OF INSURANCE COMPANIES

15 MOUNTAIN VIEW ROAD

P.O. BOX 1615

WARREN, NJ 07061

RECEIVED

JUL 30 2012

JULY 20, 2012

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

RECEIPT # 7011 3500 0000 1826 7182

DIV. OF OIL, GAS &amp; MINING

PRINCIPAL NAME: GRANITE CONSTRUCTION COMPANY

STREET: 585 W BEACH STREET

CITY: WATSONVILLE

CALIFORNIA

95076

OBLIGEE NAME: STATE OF UTAH, DIVISION OF OIL, GAS AND MINING

1594 WEST NORTH TEMPLE, STE 1210

SALT LAKE CITY

UTAH

841145801

RE:

BOND NUMBER:

DESCRIPTION: RECLAMATION BOND FOR SMALL MINE PERMIT; MINE NAME PROMONTORY  
AGGREGATE FACILITY

BOND DATE: SEPTEMBER 17, 2010

BOND AMOUNT: \$55,600.00

TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED THAT IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
OF THE ABOVE-DESCRIBED BOND, FEDERAL INSURANCE COMPANY AS SURETY,  
HEREBY CANCELS THE BOND EFFECTIVE 90 DAYS AFTER YOUR RECEIPT OF THIS  
LETTER.

VERY TRULY YOURS,

FEDERAL INSURANCE COMPANY

  
HELEN S. DELANEY  
SURETY DEPARTMENT

CC: PRODUCER

cc: Principal  
Receipt 7011 3500 0000 1826 7083

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MININGMODIFICATION OF ATTACHMENT A  
TO THE  
RECLAMATION CONTRACT

RECEIVED

SEP 27 2011

DIV. OF OIL, GAS &amp; MINING

Name of Operator: Granite Construction Co.Permit Number: S/003/0085Mine Name: Promontory AggregatePhone Number: 801-526-6000

Per the executed reclamation contract, the surety agreement for reclamation obligation is included as Attachment A to the reclamation contract as follows:

Check the boxes that apply to this form:

Surety:

- ☐ Decrease  
☒ Increase  
☐ Replacement

Reason:

- ☒ Amendment to NOI  
☐ Cancellation/ Termination of surety  
☐ Escalation  
☐ Partial Release of surety  
☐ Other Explain: Operator increasing acres on their permit.  
Additional surety required. DOGM rec'd surety rider increasing  
bond from \$25,100 to \$55,600.

Surety Dollar Amount Associated With This Action: \$30,500.00Surety Aggregate Amount: \$55,600.00

Included in this modification (surety must be attached)

Instrument(s):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Corporate Surety | <input checked="" type="checkbox"/> Rider |
| <input type="checkbox"/> LOC Letter of Credit        | <input type="checkbox"/> Amendment        |
| <input type="checkbox"/> CD Certificate of deposit   | <input type="checkbox"/> Addendum         |
| <input type="checkbox"/> Cash                        | <input type="checkbox"/> Other            |
- Explain:

Other surety not affected by this modification will remain part of Attachment A and labeled as such.  
This Modification will be effective as of the last date signed below

Authorized Officer Signature

Printed

Title

Date

Division Director John R. Baza  
Utah Division of Oil, Gas and Mining

Date

**FACT SHEET**

**RECEIVED**

**SEP 27 2011**

**DIV. OF OIL, GAS & MINING**

**Commodity:** Limestone

**Mine Name:** Promontory Aggregate Facility

**Permit Number:** S0030085

**County:** Box Elder

**Disturbed Acres:** 10 Acres

**Operator Name:** Granite Construction Company

**Operator address:** 1000 North Warm Springs Road Salt Lake City, UT

**Operator telephone:** 801-526-6000

**Operator fax:** 801-526-6091

**Operator email:** chris.faulhaber@gcinc.com

**Contact:** Chris Faulhaber

**Surety Type:** Bond

**Held by (Bank/BLM):**

**Surety Amount:** \$55,600

**Surety Account Number:**

**Escalation Year:** 2016

**Tax ID or Social Security (for cash only):**

**Surface owner:** Whitaker Construction

**Mineral owner:** Whitaker Construction

**UTU and/or ML number:**

**\*\*\*DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or  
bondcoordinator@utah.gov**

[REDACTED]

Mine Name:

Other Agency File Number:

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**RECEIVED**  
**NOV 22 2010**  
DIV. OF OIL, GAS & MINING

---ooOoo---

**SMALL MINE RECLAMATION CONTRACT**

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Granite Construction Company the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. S0030085 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
  - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling



ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
  - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
  - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
    - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
    - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.



12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Granite Construction Company

Operator Name

By Tom Case

Authorized Officer (Typed or Printed)

Vice President and Manager of Group 2

Authorized Officer - Position



Officer's Signature

11/19/10

Date

STATE OF Utah )

) ss:

COUNTY OF Salt Lake )

On the 19 day of November, 2010, Tom Case  
personally appeared before me, who being by me duly sworn did say that he/she is an Officer (owner, officer, director, partner, agent or other (specify)) of the Operator Granite Construction and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

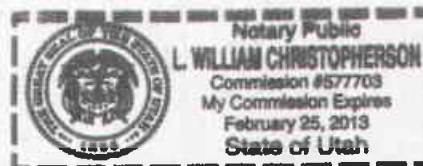


Notary Public

Residing at \_\_\_\_\_

2-25-2013

My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza  
John R. Baza, Director

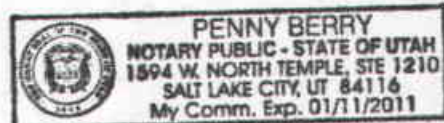
Date 11/30/10

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 30 day of November, 2010, John R. Baza  
personally appeared before me, who being duly sworn did say that he, the said  
John R. Baza is the Director of the Division of Oil, Gas and Mining,  
Department of Natural Resources, State of Utah, and he duly acknowledged to me that  
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry  
Notary Public  
Residing at: Salt Lake

11/11/2011  
My Commission Expires:



## FACT SHEET

Commodity: Limestone

Mine Name: Promontory Aggregate Facility

Permit Number: S0090085

County: Box Elder

Disturbed Acres: 5 Acres

Operator Name: Granite Construction Company

Operator address: 1000 North Warm Springs Road Salt Lake City, UT

Operator telephone: 801-526-6000

Operator fax: 801-526-6091

Operator email: chris.faulhaber@gcinc.com

Contact: Chris Faulhaber

Surety Type: Bond

Held by (Bank/BLM): \_\_\_\_\_

Surety Amount: \$25,100

Surety Account Number: \_\_\_\_\_

Escalation Year: \_\_\_\_\_

Tax ID or Social Security (for cash only): \_\_\_\_\_

Surface owner: \_\_\_\_\_

Mineral owner: \_\_\_\_\_

UTU and/or ML number: \_\_\_\_\_

\*\*\*DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or  
bondcoordinator@utah.gov



GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

October 6, 2011

Tom Walbom  
Granite Construction Co.  
P.O. Box 30429  
Salt Lake City, Utah 84130

Subject: Copy of the Modification of Attachment A to the Reclamation Contract, Granite Construction Co., Promontory Aggregate, S/003/0085, Box Elder County, Utah

Dear Mr. Walbom:

On September 27, 2011 the Division received the signed Modification of Attachment A to the Reclamation Contract (MA-RC) from Granite Construction Co. Our Director signed the MA-RC on October 6, 2011. Enclosed is a copy for your records.

If you have any questions please call 801-538-5291 or email [bondcoordinator@utah.gov](mailto:bondcoordinator@utah.gov). Thank you.

Sincerely,

Penny Berry  
Bond Coordinator

PB







GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

September 16, 2011

Tom Walbom  
Granite Construction Co.  
P.O. Box 30429  
Salt Lake City, Utah 84130

Subject: Modification of Attachment A to the Reclamation Contract and Fact Sheet, Granite Construction Co., Promontory Aggregate, S0030085, Box Elder County, Utah

Dear Mr. Walbom:

On September 15, 2011 the Division received your surety rider for bond # [REDACTED] increasing the amount to \$55,600.00.

Please sign the Modification of Attachment A to the Reclamation Contract and complete the Fact Sheet.

Please return these documents to the Division as soon as possible so that we can proceed with our process in completing this file. If you have any questions please call 801-538-5291 or email [bondcoordinator@utah.gov](mailto:bondcoordinator@utah.gov). Thank you for your attention in this matter.

Sincerely,

Penny Berry  
Bond Coordinator  
Minerals Program

PB

P:\GROUPS\MINERALS\WP\M003-BoxElder\S0030085-Promontory Aggregate\final\LtrReqMA-RC.doc



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MININGMODIFICATION OF ATTACHMENT A  
TO THE  
RECLAMATION CONTRACTName of Operator: Granite Construction Co.Permit Number: S/003/0085Mine Name: Promontory AggregatePhone Number: 801-526-6000

**Per the executed reclamation contract, the surety agreement for reclamation obligation is included as Attachment A to the reclamation contract as follows:**

*Check the boxes that apply to this form:*

Surety: ☐ Decrease  
☒ Increase  
☐ Replacement

Reason: ☒ Amendment to NOI  
☐ Cancellation/ Termination of surety  
☐ Escalation  
☐ Partial Release of surety  
☐ Other Explain: Operator increasing acres on their permit.  
Additional surety required. DOGM rec'd surety rider increasing  
bond from \$25,100 to \$55,600.

Surety Dollar Amount Associated With This Action: \$30,500.00Surety Aggregate Amount: \$55,600.00**Included in this modification (surety must be attached)**

Instrument(s):

<input checked="" type="checkbox"/> Corporate Surety	<input checked="" type="checkbox"/> Rider
<input type="checkbox"/> LOC Letter of Credit	<input type="checkbox"/> Amendment
<input type="checkbox"/> CD Certificate of deposit	<input type="checkbox"/> Addendum
<input type="checkbox"/> Cash	<input type="checkbox"/> Other

Explain:

**Other surety not affected by this modification will remain part of Attachment A and labeled as such.  
This Modification will be effective as of the last date signed below**

Authorized Officer Signature

Printed

Title

Date

Division Director John R. Baza  
Utah Division of Oil, Gas and Mining

Date

## **Penny Berry - S0030085 Promontory Aggregate**

---

**From:** Penny Berry  
**To:** chris.faulhaber@gcinc.com  
**Date:** 11/18/2010 2:45 PM  
**Subject:** S0030085 Promontory Aggregate  
**CC:** Lynn Kunzler  
**Attachments:** reclamation contract SMO 12-11-08.DOC

---

Hi Chris,

I have attempted to connect with you regarding the reclamation surety for your Promontory Aggregate site. Everything appears to be ok with the surety bond. However, we are missing the reclamation contract (attached). Please complete and return so that we can finish processing your permit. If you have any questions please call 801-538-5291 or email. Thank you.

Penny



September 27, 2010

Paul Baker  
Division of Oil, Gas, and Mining  
1594 West North Temple; Suite 1210  
PO Box 145801  
Salt Lake City, UT 84114-5801

RE: Notice of Intent to Commence Small Mining Operations  
Granite Construction Company – Promontory Aggregate Facility  
Reclamation Bond

Dear Mr. Baker,

Please see the enclosed bond in the amount of \$25,100 for the reclamation of the Promontory Aggregate Facility.

If you have any questions, please contact me at on my office phone at (801) 526-6047 or on my cell phone at (801) 831-6047.

Sincerely,

Chris Faulhaber  
Resource Manager  
Granite Construction Company  
Utah Operations

CC:

Enclosures: Bond - \$25,100

RECEIVED

SEP 28 2010

DIV. OF OIL, GAS & MINING

UTAH OPERATIONS

Warm Springs Office 1000 North Warm Springs Rd, Salt Lake City, Utah 84116 • PO Box 30429, Salt Lake City, Utah 84130 • Phone 801/526-6000 • Fax 801/578-7800

Ogden Office 1555 South 1900 West, West Haven, Utah 84401 • PO Box 1477, Ogden, Utah 84402 • Phone 801/731-3131 • Fax 801/731-3161

Heber Office 2 South Main Street, Suite 2-B, Heber City, Utah 84032 • Phone 435/654-5201 • Fax 435/654-5198